



Care Services Agreement

IMPORTANT NOTES:

This agreement (this “**Agreement**”) between the Royal Masonic Benevolent Institution Care Company (“**RMBI**”), you (the “**Resident**”) and/or any other person who signs it, contains the terms and conditions under which you will be cared for and have accommodation in our Home.

This Agreement comprises the following Agreement Schedule and the attached Terms and Conditions and is intended to be a binding document that imposes legal rights and obligations upon both the RMBI, you and any other person who signs it. You and such other people should not, therefore, sign it if you or they are uncertain as to its contents or meaning, but should rather seek advice from a Solicitor or Citizens’ Advice Bureau.

If someone (a “**Third Party Contributor**”), other than you, a Local Authority or the NHS, is to be responsible for paying some or all of the Hotel Costs, Care Fees and other sums payable to the RMBI under this Agreement, you must arrange for the Third Party Contributor to sign the undertaking below.

If someone (a “**Guarantor**”) in addition to you and any Third Party Contributor is to be responsible for ensuring that all Hotel Costs, Care Fees and other sums payable to the RMBI under this Agreement are duly paid, you must arrange for the Guarantor to sign the guarantee and undertaking below.

In this Agreement a Resident is “**Self Funded**” where the Hotel Costs and Care Fees are not being paid by a Local Authority or any other public body other than any NHS Funded Nursing Care Contribution (“**FNC**”) to nursing care costs.

The Royal Masonic Benevolent Institution Care Company 60 Great Queen Street, London WC2B 5AZ

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The Royal Masonic Benevolent Institution Care Company is part of the Masonic Charitable Foundation – a new charity for Freemasons, for families, for everyone. For more information, please visit www.mcf.org.uk

Agreement Schedule

Please complete all details in **BLOCK CAPITAL LETTERS**

Resident's surname	
Resident's first and middle names	
Resident's title	Mr/Mrs/Miss/Ms/Dr/Rev/Other* (*delete as applicable)
Resident's gender	Male/Female* (*delete as applicable)
Resident's date of birth	/ /
Home's name	
Type of admission (Respite stays must be paid for <u>in full</u> before admission and will have a minimum period of 2 weeks unless otherwise agreed by the Home manager in his or her discretion Any extensions of Respite stays must also be paid for <u>in full</u> in advance before the extension begins)	Long Term/Respite* (*delete as applicable) For a Respite stay to be replaced by a Long Term stay, the Resident must apply separately for the Long Term stay and leave the Home at the end of the Respite stay, only returning to the Home when the RMBI's requirements for commencement of the Long Term stay have been completed, including signature of agreement and payment of advance Hotel Costs and Care Fees.
Date of admission	/ /
Date of leaving (for Respite stays)	/ / (days)
Room no.	
Hotel Cost per week and Care Fee per week from admission until increased following Hotel Cost and Care Fee reviews in accordance with the Terms and Conditions. These amounts are: (a) payable by Direct Debit in advance on or about the 5 th working day of each month if funded by the Resident and/or a Third Party Contributor; and (b) all payable by the Resident unless stated otherwise.	Total Hotel Cost £ per week Total Care Fee £ per week <u>Total of Hotel Cost and Care Fee</u> £ per week Self Funded / Local Authority or NHS Funded* (*delete as applicable) <u>If Self-Funded:**</u> Amount payable by Resident £ per week Amount payable by Third Party Contributor £ per week (** if the Resident does not sign this Agreement because he or she lacks capacity and has no legally appointed Attorney/Court Deputy available to sign, then the Third Party Contributor must sign to pay 100% of the Hotel Costs and Care Fees)

Responsibility for payment of additional fees for additional/optional care/services and products	Resident/Third Party Contributor* (*delete as applicable)
(Respite stays) total Hotel Costs and Care Fees for full period – must be paid <u>in full</u> before admission Any extensions of Respite stays must also be paid for <u>in full</u> in advance before the extension begins	Total £ Payable by Resident/Third Party Contributor* (*delete as applicable)
Local Authority Funded Resident Long term stay / Respite stay* (*delete as applicable)	Total Gross Weekly Rate £ Contribution payable by Resident direct to the RMBI* £ Amount payable by Third Party Contributor* £ * If applicable and agreed with Local Authority
NHS Funded Resident (Continuing Healthcare) Long term stay / Respite stay* (*delete as applicable)	Total £ Amount payable by Third Party Contributor* £ * If applicable and agreed with NHS
Property & Financial Affairs Attorney's/Court Deputy's surname (if applicable)	
Property & Financial Affairs Attorney's/Court Deputy's first and middle names (if applicable)	
Property & Financial Affairs Attorney's/Court Deputy's address (if applicable)	
Health & Welfare Attorney's/Court Deputy's surname (if applicable)	
Health & Welfare Attorney's/Court Deputy's first and middle names (if applicable)	
Health & Welfare Attorney's/Court Deputy's address (if applicable)	
Third Party Contributor's surname	

Third Party Contributor's first and middle names	
Third Party Contributor's address	
Guarantor's surname	
Guarantor's first and middle names	
Guarantor's address	

Agreement by the Resident

By you or your Attorney/Court Deputy signing this Agreement, you agree:

1. to comply with the terms of this Agreement; and
2. to pay to the RMBI the Hotel Costs, Care Fees and other fees, as stated in the Agreement Schedule at the front of this Agreement, and any increases to the Hotel Costs, Care Fees and such other fees in accordance with the Terms and Conditions (with the exception of the Third Party Contributor contribution to the Hotel Costs, Care Fees and other fees as stated in the Agreement Schedule at the front of this Agreement); and
3. to comply with all instructions issued by the RMBI or the Home from time to time for the safe, comfortable and efficient running of the Home; and
4. that you consent to care being provided to you under this Agreement; and
5. that all of your friends or family who visit you at the Home will comply with all instructions issued by or on behalf of the Home for the safe, comfortable and efficient running of the Home and that any such person who fails to comply with such instructions may be required to leave the Home immediately.

Signed by the Resident or by an
Attorney/Court Deputy
on behalf of the Resident

Date:

Name of Resident:

Name of Attorney/Court Deputy:

Signature of Witness:

Name of Witness:

Address of Witness:

Agreement by Third Party Contributor

In consideration of the RMBI entering into this Agreement and accepting the Resident (as named above) into the Home, I, as the Third Party Contributor named in this Agreement:

1. confirm that I have received a copy of this Agreement (including the Agreement Schedule at the front of this Agreement and the Terms and Conditions attached); and
2. agree to pay to the RMBI the Third Party Contributor contribution to the Hotel Costs, Care Fees and other fees, as stated in the Agreement Schedule at the front of this Agreement, and any increases to the Hotel Costs, Care Fees and such other fees in accordance with the Terms and Conditions attached; and
3. agree that if the Resident (as named above) has not entered into this Agreement because he or she lacks capacity to do so and has not arranged for a duly appointed and empowered Attorney/Court Deputy to enter into this Agreement on his or her behalf:
 - a. in addition to paying the Third Party Contributor contributions to the Hotel Costs, Care Fees and other fees as provided in paragraph 2 above, I shall pay to the RMBI all other Hotel Costs, Care Fees and other fees payable under this Agreement from time to time, including any increases to such other Hotel Costs, Care Fees and other fees in accordance with the Terms and Conditions attached; and
 - b. I shall use my best endeavours to ensure that the Resident (as named above) complies with the terms of this Agreement as if he or she had entered into it.

Executed and delivered as a Deed by the Third Party Contributor named in this Agreement on the date stated below in the presence of a witness.

Signed as a Deed by Third Party Contributor: Date: _____

Name of Third Party Contributor:

Signature of Witness:

Name of Witness:

Address of Witness:

Agreement by Guarantor

I confirm that I have received a copy of this Agreement Schedule and the attached Terms and Conditions, which together form this Agreement.

In consideration of the RMBI, entering into this Agreement and accepting the Resident (as named above) into the Home, I agree as principal obligor to be jointly and severally liable with such Resident (i.e. separately, in addition and to the same extent as such Resident) and with any other people (other than any Local Authority or the NHS) who have agreed to pay sums to the RMBI for such Resident as a Third Party Contributor (i.e. also separately, in addition and to the same extent as any such Third Party Contributor) for the payment to the RMBI of:

- a) all the Hotel Costs and Care Fees, as amended from time to time in accordance with this Agreement;
- b) all additional fees for any additional chargeable items, as amended from time to time in accordance with this Agreement; and
- c) all other fees and other sums due to the RMBI under this Agreement that such Resident is liable to pay to the RMBI at any time and all other fees and other sums due to the RMBI under this Agreement that any such Third Party Contributor is liable to pay to the RMBI at any time,

and that I will pay such sums to the RMBI on demand by the RMBI if they are more than 14 days overdue for payment by such Resident or any such Third Party Contributor.

Executed and delivered as a Deed by the Guarantor named in this Agreement on the date stated below in the presence of a witness.

Signed as a Deed by Guarantor:

Date:

Name of Guarantor:

Signature of Witness:

Name of Witness:

Address of Witness:

Agreement by the RMBI

The Royal Masonic Benevolent Institution Care Company agrees to comply with the terms of this Agreement

Signed on behalf of the Royal Masonic Benevolent Institution Care Company:

_____ Date: _____

Name: _____

Position: _____

TERMS AND CONDITIONS

1. Status of the Home

The Home is registered as a Care Home with the Care Quality Commission (CQC) if the Home is in England or the Care and Social Services Inspectorate Wales (CSSIW) if the Home is in Wales.

2. The accommodation provided

2.1. In return for payment of the Hotel Costs provided for in this Agreement (as amended from time to time), the RMBI will provide:

- a. a furnished bed-sitting room and regular cleaning of it;
- b. food (see clause 6 below);
- c. laundry services, but not dry cleaning (if you request dry cleaning, it will be charged for as an additional fee at the rate notified by the Home at the time); and
- d. reasonable heat, light and electricity.

The Hotel Costs do not include fees for care. In relation to care and Care Fees, please see clause 7 below.

2.2. The room provided to you at the Home will be furnished, including at least a bed, a wardrobe, a chest of drawers, curtains and an armchair. However, at the discretion of the RMBI in relation to relevant safety considerations, you may bring your own items of furniture. Any items of furniture brought into the Home must comply with all relevant Safety Standards (for example, soft furnishings must be inherently fire retardant). The RMBI shall have the right to assess compliance with relevant Safety Standards at any time.

2.3. No kettles or toasters may be brought into the Home by or for you. Other electrical items must not be brought into the Home without having been approved in advance by the RMBI. The RMBI shall have the right to assess safety of electrical items in accordance with relevant Safety Standards at any time and remove any items that are not safe in accordance with those Safety Standards. You should note that the Hotel Costs and Care Fees do not cover the cost of inspections of electrical equipment and you or any Third Party Contributor may be required to pay this cost as an additional fee.

2.4. The RMBI shall have the right (to be exercised through the Home Manager and subject to risk assessment) to remove from you any item of furniture or personal possessions which the Home Manager believes is a danger to you or others in the Home; storage or disposal of any such items will be discussed with you.

2.5. You may enter into an agreement with a telephone provider, but you will be responsible for all costs. You will also be responsible for any other rental agreement you enter into and its costs.

2.6. All rooms at the Home are provided with connection to TV aerials. A small number of the RMBI's Homes are equipped to receive Sky TV, but if you are interested in this, you should check this with the Home Manager, because individual Sky TV installation

presents particular problems. Where the Home's installation allows connection to Sky TV or other subscription entertainment services, the cost of receiving Sky TV or other subscription entertainment services shall be borne and paid by you.

- 2.7. Unless the Home's risk assessment recommends otherwise, you will be able to have a key to the door of your bed-sitting room. You are advised to lock your door when leaving your room. Nonetheless, the RMBI's staff will be entitled to enter your room, including (but not limited to) for the regular cleaning of your room that is included in the Hotel Costs (as amended from time to time).
- 2.8. Decoration is the responsibility of the RMBI. You will be consulted before your room is redecorated and a choice of colour scheme will be offered where possible.

3. Clothing/Personal Items

Your personal clothing must be clearly labelled with your name and documented on admission to the Home. A member of staff should be informed of, and shown, any additional clothing or articles brought into the Home for you, for the purpose of documenting them. You will need to ensure your clothes are clearly labelled with your name throughout your stay in the Home.

4. Residency

- 4.1. Residence in the Home does not constitute a tenancy of your room or any other part of the Home. You will occupy your room as a licensee only and shall not have exclusive possession of your room or any other part of the Home. The RMBI shall have access to your room at any time, whether in order to provide the agreed services or otherwise.
- 4.2. Dependent on availability at the Home, you may choose to move bed-sitting room if it is suitable and safe for you to do so, taking into account your needs. Under certain circumstances the RMBI may require you to move into another room, for example in the following circumstances:
 - a. if you enter care with a partner into a double bed-sitting room, you will be asked to move if your partner dies or requires long term care elsewhere. If, having been asked to move, you choose not to do so, you or any Third Party Contributor will be required to pay the RMBI's full Hotel Costs for the double room even though only one person is occupying it; or
 - b. if your care needs change and you require more help and assistance day to day to carry out tasks you were previously able to do for yourself; or
 - c. if the RMBI is carrying out refurbishment or upgrading of the room or area of the Home.

Though ultimately it will be the RMBI's decision, where practicable, there will be discussion with you before any such room move takes place. You will be given at least one month's notice in writing of any proposed change and the reason for the proposed change, unless it is necessary, clinically or otherwise, for you to be moved as a matter of urgency.

5. General Practitioner ("GP")

You may retain or choose your own GP where practicable. The Home will assist you to find a GP if you so wish.

6. Food

As referred to in clause 2.1 above, in return for payment of the Hotel Costs provided for in this Agreement (as amended from time to time), the RMBI will provide such food as is normally required by a resident of a care home. The RMBI will provide necessary special diets as required. Normally three cooked meals, or two hot and one cold, are provided daily. Meals are usually served in the dining room but will be served in your room if that is your wish and the Home Manager considers it is practicable to do so.

7. Personal and Nursing Care

- 7.1. Prior to admission you will need to have a detailed assessment of your care needs so that the RMBI can establish which category of care is appropriate for you in the Home. The level of Care Fees that are charged by the RMBI at commencement of your stay at the Home in return for providing care to you will depend upon the outcome of this assessment. During the term of this Agreement, the RMBI will carry out periodic further assessments of your care needs and the outcome of such further assessments may lead to a change in the care provided to you and a corresponding change to the Care Fees that are charged by the RMBI in return for providing your care at the Home.
- 7.2. Following the pre-admission assessment referred to in clause 7.1 above, a care plan will be produced for you setting out your assessed care needs and the care to be provided to you at the Home as a result. Following the subsequent assessments referred to in clause 7.1 above, the care plan for you will be updated as a result.
- 7.3. If you require nursing or more comprehensive care than the level of care provided in return for the Care Fees being paid by or for you at any time, the RMBI will endeavour to arrange, as far as it is practicable, for this to be provided and you or any Third Party Contributor will be required to pay an increased fee (see clauses 9 and 9.1 below), though the amount you or any Third Party Contributor have to pay will be reduced by any NHS Funded Nursing Care Contribution (“FNC”) that the RMBI receives and retains as referred to in clause 7.4 below.
- 7.4. If at any time nursing care is required as a part of the package of care to be provided to you, the RMBI will, where practicable, inform you by no later than 4 weeks after your admission to the Home of any FNC that the RMBI is aware is to be paid by the NHS for you. Where it is not possible to inform you within the 4 week period, you will be notified as soon as it is practicable. In addition and without prejudice to the RMBI’s rights to increase Care Fees under clause 9 or 9.1 below, any FNC that the RMBI receives for you and retains will be deducted from the fees applicable to Nursing Care otherwise charged to you or any Third Party Contributor, but you or any Third Party Contributor will need to pay for the rest of the RMBI’s fees for such care. Details of any FNCs and any liability you or any Third Party Contributor have to pay for nursing care will be appended to your monthly statement of fees from the RMBI.

8. Fees

Timing and payment method

- 8.1 Hotel Costs and Care Fees must be paid monthly in advance by direct debit. The direct debit collection schedule will be issued upon admission.

- 8.2 Hotel Costs and Care Fees are calculated on a daily basis. Any part of the day of arrival or departure constitutes one full day's stay at the Home. Monthly Direct Debit payments of Hotel Costs and Care Fees are calculated by dividing the weekly fees by 7 and multiplying by the number of days in the relevant month. For payments by Direct Debit, payment will be taken on or about the 5th working day of each month. (Please see Appendix 1 which gives an example of the Direct Debit calculation under this clause 8.2.)
- 8.3 Fees and charges, other than Hotel Costs and Care Fees, will be charged monthly in arrears and must be paid by Direct Debit within the first 5 working days of each month.
- 8.4 Where invoices are submitted to a Guarantor, the fees are payable within 7 days after receipt of the invoice.
- 8.5 Before you are admitted to the Home, you and any Third Party Contributor must put in place a Direct Debit for payment of Hotel Costs and Care Fees and other fees and charges payable under this Agreement. The Direct Debit form is in Appendix 1.
- 8.6 For a Respite stay to be replaced by a Long Term stay, you must apply separately for the Long Term stay and leave the Home at the end of the Respite stay, only returning to the Home when the RMBI's requirements for commencement of the Long Term stay have been completed, including signature of this Agreement as well as the advance Hotel Costs and Care Fees as required by clause 8.1 above.

Contributions to Local Authority Funding

- 8.7 In this Agreement, "**Local Authority Funding**" means the amount that a Local Authority has agreed to pay towards the RMBI's fees during your stay in the Home, as amended from time to time, but does not include NHS Continuing Health Care funding or NHS Funded Nursing Care Contribution funding.
- 8.8 If at any time a Local Authority is funding, or proposing to fund, your stay in the Home but, whether at the beginning of any Local Authority Funding or at any time thereafter for whatever reason, the amount, or proposed amount, of the Local Authority Funding is less than:
- a. the Hotel Costs for the room that you are occupying, or you are going to occupy (and other items covered by the Hotel Costs)
- plus
- b. the Care Fees for the care that you are receiving or are going to receive,
- the RMBI shall be entitled, but not obliged, to require that:
- c. any Third Party Contributor; and/or
 - d. in the circumstances referred to in clause 8.10 below, you,
- enter into an agreement with such Local Authority (a "**Local Authority Contribution Agreement**") in which such Third Party Contributor or you (as the case may be) agrees to pay the difference between the amount, or proposed amount, of the Local Authority Funding and the aggregate of such Hotel Costs and Care Fees.

- 8.9 Furthermore, you agree that at all times, if the RMBI requires by notice to you, you or a Third Party Contributor will have a valid agreement with such Local Authority for the difference between the amount of the Local Authority Funding and the aggregate of the Hotel Costs and the Care Fees. So if at any time after the RMBI has given a notice as referred to in this clause 8.9, for whatever reason the difference between:
- a. the Hotel Costs for the room that you are occupying (and other items covered by the Hotel Costs) plus the Care Fees for the care that you are receiving; and
 - b. the amount of the Local Authority Funding changes
- (because of changes in one or more of the Hotel Costs, the Care Fees or the amount of the Local Authority Funding) and payment of the difference is not provided for in the Local Authority Contribution Agreement:
- c. any Third Party Contributor; and/or
 - d. in the circumstances referred to in clause 8.10 below, you,
- shall accordingly enter into a new Local Authority Contribution Agreement with such Local Authority in which such Third Party Contributor or you (as the case may be) agrees to pay the revised difference between the amount of the Local Authority Funding and the aggregate of such Hotel Costs and Care Fees.
- 8.10 The circumstances in which the RMBI may require you under clause 8.8 or 8.9 above to enter into a Local Authority Contribution Agreement will be those circumstances in which, from time to time, it is legally permissible for you to do so.
- 8.11 On 16 February 2017 the circumstances referred to in clause 8.10 above were as follows (but they may change in the future, in which case the RMBI will notify you when requiring you to enter into a Local Authority Contribution Agreement):
- a. during a 12 week disregard period when a property is being disregarded by your Local Authority in determining your eligibility for Local Authority funding for you, or
 - b. where there is a “deferred payment agreement” in place (usually an agreement between you and your Local Authority) but subject to the terms of the “deferred payment agreement”; or
 - c. where you are receiving accommodation at the Home under section 117 of the Mental Health Act 1983.
- 8.12 If a Local Authority Contribution Agreement required under clause 8.8 or clause 8.9 above is not entered into by a Third Party Contributor and/or (in the circumstances referred to in clause 8.10 above) you within 28 days after the RMBI gives any Third Party Contributor and/or you notice of such requirement then (in addition and without prejudice to the RMBI's other rights and remedies) the RMBI may in its absolute discretion:
- a. terminate this Agreement by giving you no less than 14 days' notice in writing; or
 - b. if you have a higher standard of room (some of the RMBI's rooms at homes are premium rooms charged at a higher rate) than the standard of room at the

Home that any Local Authority Funding covers, change your room at the Home to one of a standard where the Hotel Costs for that room are not more than the amount, or proposed amount, of the Local Authority Funding if such a room is available at the Home at the relevant time.

- 8.13 If any of the Local Authority Funding covers any period for which you and/or any Third Party Contributor have already paid in full then, except to the extent (if any) that the RMBI is legally required to refund more, the RMBI will refund to you (or your Third Party Contributor, as the case may be) any amount that the Local Authority pays the RMBI for that period, but not any more than the Local Authority actually pays the RMBI.

General in relation to Local Authority Funding

- 8.14 If the RMBI has been informed that Local Authority Funding will be provided when this Agreement is signed, that should be stated in the Agreement Schedule.
- 8.15 If at any time the Local Authority Funding changes (whether for the future, or for past periods of your stay at the Home) you or any Third Party Contributor must notify the RMBI of that change in writing promptly and in any event within 7 days after the change happens.
- 8.16 If at any time the Local Authority Funding ceases (whether for the future, or for past periods of your stay at the Home), you and any Third Party Contributor will be liable for the entirety of the Hotel Costs and Care Fees except for amounts that the Local Authority has paid.

NHS Continuing Health Care Funding (“CHC”)

- 8.17 On or following your admission to the Home you may be assessed as eligible for NHS ‘Continuing Health Care’ (“CHC”) funding. Please note this type of funding is subject to regular review and may be withdrawn at any time. CHC funding does not cover personal expenses (see, for example, clauses 2.3, 2.5, 2.6 and 13 in these Terms and Conditions).
- 8.18 If at any time the amount of the CHC funding provided for you is, is proposed to be or becomes, for whatever reason, less than the Hotel Costs and Care Fees for:
- a. the room at the Home that you are occupying; and
 - b. the care and other items and services provided to you in return for the Care Fees and the Hotel Costs,

the RMBI may exercise its rights not to accept you into the Home or to terminate this Agreement and require you to leave the Home on not less than 4 weeks’ notice in accordance with clause 23.4a below unless an arrangement acceptable to the RMBI is made for the RMBI to be paid the entire Hotel Costs and Care Fees or for the services that the RMBI provides to you to be reduced to bring the Hotel Costs and Care Fees into line with the CHC funding.

- 8.19 If at any time during your stay at the Home the CHC funding for you ceases (whether for past or future periods of your stay at the Home), you and any Third Party Contributor will be liable for the entirety of the Hotel Costs and the Care Fees, except for amounts that the CHC funding has paid.

Timing of payment and interest on late or non-payment

- 8.20 Any sums payable to the RMBI by the Payer that are not collected by Direct Debit must be paid by the Payer to the RMBI within 14 days after the date of the relevant invoice.
- 8.21 Without prejudice to the RMBI's other rights and remedies which at all material times the RMBI shall be at liberty to pursue in addition to or in the alternative, the RMBI shall have the right to charge interest at the rate of 4% per annum above the base rate of the Bank of England from time to time on sums still outstanding after the date they are due for payment; if charged, such interest will be calculated on a day to day basis from the date the outstanding sums were due for payment.

9. Variation of Fees

Provided there are no changes to your needs or the services you require, your fee is fixed from the date of your admission to the 1st April for the first year. We will review and increase the fee once a year in April by 5% per annum.

For example, where your fee is £1,000 per week after the 1st April your new fee will increase by £50 per week and your new fee will be £1,050 per week. This equates to an increase of £2,607 over the year.

We will write to you by 1st March each year to confirm the changes arising from our annual review and the new rates which will apply from 1st April each year.

This review is separate to any change in your fee which occurs because of a change in your individual care needs.

- 9.1. Hotel Costs, Care Fees and other fees and charges may also be reviewed during the course of any 12 month period:
- a. to increase or reduce them if you have changed room at the Home to a room that the RMBI charges a different level of Hotel Costs for; and/or
 - b. We may also increase the fee by a fair and reasonable amount where a significant and unexpected change occurs in the law or the regulation of the home which results in a significant increase in our costs. This increase will only occur if it was not already captured as part of our annual review. We will give you at least 1 months' notice of any such change.
 - c. Where we believe using our professional judgement that your needs have increased and the services you want or require mean that your original category of care is no longer suitable, we will discuss our assessment with you and explain the changes we believe are necessary. We will also confirm how this will affect your fees and any additional payments that will need to be made. Where you receive financial assistance from the Local Authority or NHS, we will also notify them as it may be appropriate for them to arrange their own assessment.

If your health improves or your social care needs decrease over time, we will similarly review whether your existing category of care is appropriate and whether, based on your increased independence, it is suitable to reduce your fees.

We will give you at least 1 months' notice in advance of any changes to your care services and we will charge the new fees 1 months from period of notice on which we make the changes to your care package. It may be necessary to make changes more quickly to ensure your health and safety and personal well-being. If we need to make the changes to your care package or on shorter notice with your consent. In all circumstance, we will give you as much notice as reasonably possible of the changes and the impact this has upon your fees.

If we have implemented a change on shorter notice and you do not agree to the proposed changes, you can choose to leave the home immediately, without having to pay the increased fee.

If you have concerns with our assessment of our care needs and the proposed changes, please contact the home manager to discuss your concerns.

If we are unable to reach an agreement on your needs, your care services and the revised fee, you are welcome to arrange an independent assessment via the Local Authority or your GP at your own cost if any. We will maintain the original fee until the outcome of any independent review provided it is completed within 1 month of our proposed change.

If the independent assessment confirms our findings, you will pay the revised fee, which will be backdated to the date of our original assessment. If the independent assessment rejects the findings in our assessment, we will withdraw the proposed change to your care services and fee. In all circumstance where you do not agree to the proposed change you can choose to leave the home by giving notice in the normal way.

- 9.2. In relation to fee and charge increases under clause 9 or 9.1 above, the RMBI will give you and any Third Party Contributor a minimum of one month's written notice of any changes in fees or charges unless, in the case of increases under sub-clause 9.1a or 9.1b above, it is not practicable to do so, in which case you and any Third Party Contributor will be notified as soon as it is practicable. A statement of the reasons for any such increase will be included in the notice.

10. Absence in hospital

- 10.1. If you require hospital treatment, the RMBI will retain your accommodation at the Home until you give notice of termination of the Agreement or it becomes apparent to the Home that you will not return to the Home (see clause 23 below). The RMBI cannot adjust its fixed costs while residents are in hospital; therefore the full Hotel Costs are payable for all periods of hospital admission.
- 10.2. If you give the RMBI at least 28 days' advance notice of absence from the Home for hospital treatment, the RMBI will cease charging Care Fees from the day after you go into hospital and will recommence charging them when you return to the Home from hospital. If you do not give such 28 days' advance notice of absence for hospital treatment, then the RMBI will cease charging Care Fees from the 7th day after you go into hospital and will recommence charging them when you return to the Home.

11. Holidays and other non-hospital absences

- 11.1. If you are away from the Home for holiday or other non-hospitalisation reasons, the full Hotel Costs are payable while you are away.

- 11.2. It will be helpful if you tell the Home Manager where you are going and how long you plan to be away for.
- 11.3. If you give the RMBI at least 28 days' advance notice of absence from the Home for holiday or other non-hospitalisation reasons, then the RMBI will cease charging Care Fees from the day after you go away until you return to the Home. If you do not give such 28 days' advance notice of absence, then the RMBI will cease charging Care Fees from the 7th day after you go away and will recommence charging them when you return to the Home.

12. Arrangements on death

- 12.1. In the event of your death this agreement will end, and we will charge the fees calculated on a daily basis for a minimum of 3 days and until your room is cleared up to a maximum 10 days. We will not charge you for any days where another resident has moved into the room.

If the person who deals with your estate needs longer than 10 days to make arrangement, they can discuss this with the Manager and agree an extension in writing.

- a. any outstanding Hotel Costs, Care Fees or other sums payable by you to the RMBI will be charged to, and payable by, your estate;
- b. after deduction of any sums payable as referred to in this clause 12.1, any over-payment at death will be repaid to your estate after probate or administrative procedures have been completed, or if it was paid by a Third Party Contributor, will be repaid to such Third Party Contributor;
- c. If your family or friends are not able to collect your personal belongings within 10 days, we can store small items for a period of up to 28 days at no additional cost, so that they can be collected at a more convenient time. We will confirm with the person who is dealing with your estate in writing the date for collection within 28 days.
- d. If we are unable to contact the people responsible for handling your estate or if they are unwilling to collect your belongings within the 28 days from our written notice, we will send a written reminder before we sell or donate the items giving your estate reasonable notice of our intention. Any costs associated with the disposal will be charged to your estate. We will pass any proceeds of sale onto your estate after we have settled any outstanding sums owed to us.

13. Personal requirements

- 13.1. In addition to the fees referred to elsewhere in this Agreement, the RMBI shall have the right to charge to you or any Third Party Contributor any additional costs incurred in providing additional goods or services. For example, but without limitation, you or any Third Party Contributor will be required to pay for:
 - a. personal products bought from the Home;
 - b. satellite or cable television; and
 - c. newspapers, clothing and any other items of a luxury or personal nature.

- d. taxis for private or external medical appointments
 - e. the cost of members of staff where required to accompany residents for private or external medical appointments you will be charged at the homes hourly rate available from the Home Manager.
- 13.2. Furthermore, some services, such as physiotherapy, chiropody and hairdressing may be provided by third parties, not by or on behalf of the RMBI, and you or any Third Party Contributor will need to pay the relevant physiotherapist, chiropodist, hairdresser or other supplier direct for those services.

14. Medicines

- 14.1. The RMBI will take charge of, and administer, all your prescribed medication unless, following your request to do so yourself and an assessment by the Home, the Home and your GP agree that you can do so. If it has been agreed that you will retain and administer your own medicines, you must keep them in the lockable cabinet provided in your room and you must ensure this remains locked whenever you are not in the room.
- 14.2. Except in the case of negligence or breach of this Agreement by the RMBI or any of its agents or its staff, the RMBI shall not be liable for the misuse of medicines which are kept by you.

15. Personal mobility

- 15.1. Unless your care assessment has indicated that you should not leave the Home unescorted, you are free to go out alone but in those circumstances the RMBI does not accept responsibility for your safety away from the Home unless the journey and any necessary supervision are arranged by the Home, in which case the RMBI does not exclude its liability for negligence or breach of this Agreement.
- 15.2. For health and safety reasons, you are required to inform a member of the RMBI's staff at the Home whenever you go out from the Home.
- 15.3. You are required to abide by the RMBI's safety notices and instructions based on the RMBI's risk assessment of you and the RMBI's health and safety requirements.
- 15.4. Mobility aids, such as electric wheelchairs and scooters, ("**Mobility Aids**") may be allowed into the Home at the absolute discretion of the Home Manager. Where you are permitted to use Mobility Aids by the Home Manager, you are required to follow the relevant policy of the Home, which is there to seek to ensure risks associated with the use of such Mobility Aids are minimised to an acceptable level. If you fail to comply with the Home's policy on this matter, it could lead to the right to use this type of Mobility Aid within the Home being withdrawn, in the absolute discretion of the Home Manager.
- 15.5. The size and specification of Mobility Aids varies considerably, as does their appropriateness for use inside or outside of the Home. You must seek the advice of the Home Manager before acquiring Mobility Aids you expect to use at the Home.
- 15.6. The RMBI strongly recommends you take out insurance if any Mobility Aids are to be used on any roads, whether or not they are public highways. The RMBI does not recommend or endorse any particular insurance provider.

- 15.7. RMBI and the Home Manager cannot advise on the use of Mobility Aids outside the Home.

16. Insurance

Due to the limited nature of the cover provided by the RMBI in respect of the personal belongings of residents at the Home, it is strongly recommended that you arrange your own insurance for your personal possessions. The RMBI does not recommend or endorse any particular insurance provider. Details of the cover provided by the RMBI are available from the Home on request.

17. Personal Finances and Possessions

- 17.1. The RMBI shall not be responsible in any way for your cash, credit cards, cheques, certificates, bonds, deeds, documents or other personal possessions, except in the case of negligence or fraud or breach of this Agreement by the RMBI or any of its agents or its staff.
- 17.2. The RMBI, its agents and staff will not advise you in relation to your personal finances and accordingly the RMBI does not accept responsibility for your personal finances.

18. Information and data protection

- 18.1. You are required to provide information necessary to manage all aspects of service delivery to you and to agree that this information may be entered, processed and stored by the RMBI in accordance with the Access to Health Records Act 1990 and the Data Protection Act 1998 (and any replacement legislation) and we will use the information to formulate an individual Care Plan to assist us to provide you with care.
- 18.2. You are also asked to provide details of any social, religious or cultural traditions that you require to be kept.
- 18.3. As noted above the RMBI gathers information relating to you to manage all aspects of service delivery to you. This includes processing information for any registration or booking which is made and for the purpose of issuing invoices and generally for the purpose of your stay at the Home. It is also used to communicate with you, and any other person on any matter relating to the arrangements concerning your stay, including for medical purposes and for the purpose of communication with general practitioners and other health professionals and with people who in the circumstances owe a duty of confidentiality which is equivalent to that which would arise if that person were a health professional. References in this clause 18.3 to the RMBI include reference to its agents and subcontractors.
- 18.4. If the RMBI's business, or any part of it including the Home, is sold or integrated with another business, details of you, and any other relevant person, may be disclosed to the RMBI's advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.
- 18.5. If any of the information that you or any other person provides to the RMBI changes, please let the RMBI know the correct details in writing.

19. Pets

If agreed by the Home Manager in his or her absolute discretion, a pet may be brought into the Home. If you then do so, you must comply with the RMBI's policy on

pets (as amended from time to time). If you fail to comply with the RMBI's policy on pets (as amended from time to time), or the Home Manager believes that your pet is a hazard or nuisance to any residents, staff or visitors at the Home, the Home Manager may in his or her absolute discretion withdraw permission for you to have your pet in the Home, in which case your pet must be removed from the Home within 7 days of request, or immediately in the case of an emergency.

20. Private cars

20.1. You are free, should you so wish, to retain ownership of a car for your use. Parking facilities at the Home, however, may not be available. This should be discussed with the Home Manager because you will require permission of the RMBI to park at the Home and any parking facility provided may be withdrawn by the RMBI at any time in the RMBI's discretion (including, but not only, in the circumstances described below). Furthermore:

- a. any parking facility provided may be withdrawn by Home Manager on behalf of the RMBI if your vehicle appears to the Home to be unroadworthy, illegal or is causing an obstruction, or if the RMBI becomes aware that your driving licence is revoked or becomes invalid; in those circumstances you must arrange for your car to be taken away from the Home; and
- b. the parking facilities at the Home are not made available for, and must not be used for, your family members or other visitors to park their cars otherwise than when they are actually visiting you.

20.2. Whether or not you drive your car, or allow anyone else to do so, is your decision and entirely your responsibility and it is not something covered by the RMBI's services to you. Consequently, the RMBI does not accept any responsibility for your car, or for you or others driving it. However, if as a result of an assessment of your capacity by the RMBI, the RMBI believes that you do not, or may not, have adequate capacity to drive a car, the RMBI shall have the right (but not the obligation) to inform your GP of the RMBI's belief.

21. Assets/Property

The RMBI will wish to be satisfied that, as far as reasonably possible, funds are available to pay the fees and charges throughout the period that you are cared for at the Home. For this reason:

- a. you hereby warrant that the information about your assets and other finances that you provided in your application for admission to the Home was true, not misleading and, in all material respects, complete; and
- b. you hereby undertake to inform the RMBI promptly if any such information changes.

22. Complaints

22.1. If you have a complaint, the RMBI has a complaints policy and procedure, which will be given to you when your stay at the Home begins.

22.2. If you are not satisfied with the RMBI's response to your complaint or your complaint is not resolved to your satisfaction by the RMBI:

- a. if you or a Third Party Contributor pays all or part of your fees, you may refer your complaint to the Local Government Ombudsman (<http://www.lgo.org.uk/>); and
- b. if a Local Authority pays all or part of your fees, you may refer your complaint to that Local Authority and, if you are unhappy with the outcome of your complaint, you may refer it to the Local Government Ombudsman (<http://www.lgo.org.uk/>).

23. Termination of Agreement

23.1. This Agreement will continue in force until terminated by you or the RMBI in accordance with this clause 23 or clause 8.12 or 30.2 of these Terms and Conditions.

23.2. For Long Term stays, you will be admitted to the Home for an initial one month trial period. During the trial period either party may terminate this Agreement by giving the other party at least 7 days' written notice of termination, at the end of which you shall vacate the room and leave the Home.

23.3. After the trial period referred to in clause 23.2 above, you shall have the right to terminate this Agreement:

- a. by giving at least 28 days' written notice of termination to the RMBI without needing any reason; or
- b. by giving at least 14 days' written notice of termination to the RMBI after a material breach of this Agreement by the RMBI has continued for at least 30 days after you have notified the RMBI in writing of the breach and required the RMBI to remedy it.

23.4. After the trial period referred to in clause 23.2 above, the RMBI shall have the right to terminate this Agreement:

- a. by giving at least 28 days' written notice of termination to you without needing any reason; or
- b. by giving at least 14 days' written notice of termination to you if any amount lawfully due to the RMBI is not paid within 30 days after the RMBI has given you written notice that the payment is overdue and requesting payment; or
- c. by giving at least 14 days' written notice of termination to you after a material breach of this Agreement by you has continued for at least 30 days after the RMBI has notified you in writing of the breach and required you to remedy it; or
- d. by giving at least 14 days' (or a shorter period if reasonable in the circumstances) written notice of termination to you if, following a review of your health and care needs, in the Home Manager's opinion your needs cannot reasonably be met by the services and facilities provided by the Home; or
- e. by giving at least 48 hours' written notice of termination to you if, in the Home Manager's opinion, your behaviour or that of any of your visitors is or could be detrimental to the welfare or peaceful enjoyment of other residents or to the welfare of the Home's staff.

23.5. If you leave the Home without giving the required notice, payment of the Hotel Costs will still be required for the period of notice that you should have given.

24. Leaving the Home, fees and refunds following termination

24.1. If this Agreement is terminated:

- a. you must leave the Home immediately at the end of the period of termination notice and all sums due to the RMBI which have not been paid must be paid on, or before, that date; and
- b. you and any Third Party Contributor will be charged, and must pay, for any costs arising because of your failure to leave (including, without limitation, for any care provided) and Hotel Costs for such period of failure; and
- c. in addition to the Hotel Costs and Care Fees payable in respect of any termination notice period, you and any Third Party Contributor will be charged the Hotel Costs from the day you leave the Home for a minimum of 7 days or until the room you occupied is fully cleared (if later), provided that the RMBI shall not charge you Hotel Costs twice for any particular day and if a new occupier begins occupying that room after you have left the Home but before such 7 days have expired, the RMBI will not charge under this clause 24.1c for, and shall refund the amount of any payment received under this clause 24.1c in respect of, any days after such new occupation begins; and
- d. it is your responsibility to ensure that all your personal possessions are collected from the Home within 7 days after you leave. The RMBI shall have the right to charge for any reasonable storage costs beyond the 7 days. Any personal possessions that are not collected from the Home within 3 months (or such shorter period as the RMBI notifies to you owing to there being insufficient storage space at the Home) after you leave the Home will be donated to charity or disposed of at the RMBI's discretion and the RMBI shall have no obligation to pay their value to you or account to you for any value received; and
- e. if you or a Third Party Contributor have paid for a period in advance which extends beyond the date when the notice of termination expires, provided that you have left the Home and your room is cleared, you or such Third Party Contributor (as the case may be), after deduction of any sums payable to the RMBI under this Agreement, shall be entitled to a pro-rata refund for the period from when charging ceases under clause 24.1c above until the end of the period paid for in advance.

24.2. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

25. Notices

25.1. Any notice to you will be validly given if sent by special delivery post or hand delivered to you. Notices sent by post will be deemed to be received forty-eight (48) hours after posting.

25.2. Any copy of a notice sent for information to (as applicable) any Guarantor or any Third Party Contributor, and any invoice or other correspondence to any such person,

may be sent by first class post or hand delivered and, if posted, will be deemed to be received forty-eight (48) hours after posting.

26. Liability

- 26.1. Nothing in this Agreement shall limit or exclude liability of the RMBI for:
- a. death or personal injury resulting from negligence by the RMBI or by the RMBI's agents or staff; or
 - b. any breach of the obligations implied by section 17 of the Consumer Rights Act 2015 (*Trader to have right to supply the goods etc*); or
 - c. any breach of the obligations implied by section 49 of the Consumer Rights Act 2015 (*Service to be performed with reasonable skill and care*); or
 - d. losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
 - e. fraud or fraudulent misrepresentation; or
 - f. any other matter for which it would be illegal or unlawful to limit or exclude, or attempt to limit or exclude, the RMBI's liability.
- 26.2. If the RMBI fails to comply with this Agreement, the RMBI is responsible for loss or damage you suffer that is a foreseeable result of the RMBI breaking this Agreement or the RMBI failing to use reasonable care and skill but, subject to clause 26.1 above, the RMBI is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Agreement was made, both the RMBI and you knew it might happen, for example, if you discussed it with the RMBI before this Agreement was entered into.
- 26.3. Subject to clauses 26.1 and 26.2 above, if the RMBI is liable to you or any other person in respect of any loss of, or damage to, your belongings, the RMBI's total liability to you or such other person in respect of such loss or damage shall be limited to £1,000 per incident and to £10,000 in total for all claims.
- 26.4. Subject to clauses 26.1, 26.2 and 26.3 above, if the RMBI is liable to you or any other person under this Agreement or otherwise arising out of or in connection with your stay at the Home, the RMBI's total liability to you and any such other person under this Agreement or otherwise arising out of or in connection with your stay at the Home shall in no event exceed £1,000,000 however such claims arise, including breach of contract or in tort (negligence or other tort), misrepresentation or breach of statutory duty.

27. Gifts and Signing of Legal Documents

- 27.1. Neither the Home nor any of its staff are permitted to accept gifts from any residents. However, where gifts are given to the Home generally or to the Home's staff on a group basis, these should be handed to the Home Manager and will be recorded.
- 27.2. The Home's staff are not authorised to sign as a witness to any wills or other legal documentation (other than this Agreement) which relates to you or any other person.

28. Conduct and Policies

- 28.1. On admission to the Home, you will have been provided with copies of the Home's policies in relation to various matters, including consumption of alcohol, smoking, illegal substances, discrimination and behaviour.
- 28.2. For the protection of all residents at the Home and the Home's staff, behaviour by you or any of your visitors that is deliberately disruptive, or involves violence, intimidation, harassment or abuse of any kind, whether physical or verbal, cannot be tolerated and will be a material breach of this Agreement.
- 28.3. Any smoking by you or any of your visitors in areas not permitted by the Home's policies from time to time will be a material breach of this Agreement.
- 28.4. The RMBI shall have the right to take appropriate action against you, or any of your visitors, in order to protect the Home's staff and other residents, where your or your visitors' actions, breach any of the policies referred to in this clause 28 or which are provided to you from time to time.

29. Liaison contact

The RMBI asks that you notify the Home Manager of the person you would like us to liaise with in relation to your care and review and update those details on a regular basis.

30. Variation

- 30.1. As well as the RMBI's rights to alter fees and charges, the RMBI shall have the right to vary:
 - a. the terms of this Agreement; and/or
 - b. any of the policies provided to you,from time to time if, in the RMBI's opinion, it is necessary or appropriate to do so:
 - c. to deliver effective and efficient care services in line with assessed needs; or
 - d. to adapt to new or changed legislation or regulatory requirements.
- 30.2. When making any variation under this clause 30, the RMBI will, where possible, notify variations in writing, together with a statement of the reasons for any such change, at least 90 days in advance and variations will take effect under this Agreement from the date stated in the notice unless before that date you give to the RMBI 28 days' written notice to terminate your stay at the Home and this Agreement and leave the Home before, or at the end of, that 28 day period.

31. Equal Opportunities

The RMBI supports the principle of equal opportunities and opposes all forms of unlawful discrimination, including (but not limited to) any unlawful discrimination on the grounds of:

age
sex
race

colour
ethnic or national origins
marital status
disabilities
sexual orientation
political belief
religious or similar beliefs (or lack of them).

32. General

- 32.1. The RMBI shall not be held liable for failing to perform this Agreement in an event or circumstance beyond its reasonable control, including (without limitation) local emergency or disaster.
- 32.2. All provisions of this Agreement shall be binding upon and shall enure for the benefit of the parties to this Agreement and their respective personal representatives and other successors in title.
- 32.3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause 32.3 shall not affect the validity and enforceability of the rest of this Agreement.
- 32.4. Except as expressly set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given under this Agreement or existing at law or in equity, by statute or otherwise.

33. Governing Law

The terms and conditions contained in this Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the English courts.

APPENDIX 1 DIRECT DEBIT FORM AND EXAMPLE



Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Royal Masonic Benevolent Institution Care Co
60 Great Queen Street
London
WC2B 5AZ

Service user number

4	3	7	8	6	5
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Name(s) of account holder(s)

Reference

R	1	5	0	2	6	6	S	M	I										
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Instruction to your bank or building society

Please pay Royal Masonic Benevolent Institution Care Co (RMBI care Co) Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with the RMBI Care Co and, if so, details will be passed electronically to my bank/building society.

Bank/building society account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Branch sort code

--	--	--	--	--	--

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	


Signature(s)

Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

DD12

This guarantee should be detached and retained by the payer.



The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Royal Masonic Benevolent Institution Care Co (RMBI Care Co) will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request RMBI Care Co to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by RMBI Care Co or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when RMBI Care Co asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Direct Debit Example

Collection of Resident Fees by Direct Debit

Home:	Connaught Court
Resident's Name:	xx
Resident Number:	R999999
Date of Admission:	22-Jun-2020
Care Category:	Nursing

Weekly Fees:	Private Rate	900.00
	NHS Funded Nursing Care Contribution (if applicable)	155.05
	Weekly rate	744.95

Direct debit collection schedule for the period -----> 22-Jun-2020 to 31-Mar-2021

Collection Date	Payment for	Days charged	Amount due
	Balance up to 30-Jun-2020	9	£957.79
	July 2020	31	£3,299.06
08/07/2020	July 2020 - Total for direct debit collection		£4,256.85
10/08/2020	August 2020	31	£3,299.06
09/09/2020	September 2020	30	£3,192.64
08/10/2020	October 2020	31	£3,299.06
09/11/2020	November 2020	30	£3,192.64
08/12/2020	December 2020	31	£3,299.06
11/01/2021	January 2021	31	£3,299.06
08/02/2021	February 2021	28	£2,979.80
08/03/2021	March 2021	31	£3,299.06